



<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 183 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. DTCG23-04-R-HRSRAS		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2/27/04		6. REQUISITION/PURCHASE NO. FINAL	
7. ISSUED BY Commandant (G-ACS-1A/GC) U.S. Coast Guard Headquarters 2100 Second Strret, S.W. Washington, DC 29593-0001				8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									


<b>SOLICITATION</b>	
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL: 	A. NAME Geoffrey Carroll	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 267-1183	EXT.	C. E-MAIL ADDRESS gcarroll@comdt.uscg.mi
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<b>OFFER (Must be fully completed by offeror)</b>	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: _____)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

<b>AWARD (To be completed by Government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

## NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the Coast Guard to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the General Accounting Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the Coast Guard as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns **informally** or opt to file a **formal** agency protest with the contracting officer or Ombudsman.

**Informal forum with the Ombudsman.** Interested parties who believe that a Coast Guard procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the Coast Guard Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. This agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth at FAR 33.103(d)(2). If the protestor fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). Formal protests filed under the OPAP program should be forwarded to the address below:

Commandant (G-CPM-S/3)  
2100 Second Street, SW, Room 2606  
Washington, DC 20593  
Telephone (202) 267-2285  
FAX (202) 267-4011

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## PART 1 – THE SCHEDULE

### SECTION B SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1. PHASE-IN PERIOD (90 DAYS)

The phase-in period is the first performance period under the contract and shall commence in accordance with the written notification from the Contracting Officer (KO).

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0001	The SP shall provide all resources during the phase-in period. The phase-in period shall begin after written notice from the KO and shall end 90 calendar days later.	90 days	\$_____	\$_____

#### PHASE-IN PERIOD DATA DELIVERABLES

0001A	Organizational Chart, IAW PWS C-1.5.1.1	1 Copy	NSP	NSP
0001B	Management Plan	1 Copy	NSP	NSP
0001C	Phase-In Plan	1 Copy	NSP	NSP
0001D	Quality Control Plan	1 Copy	NSP	NSP
0001E	Safety Program Management Plan IAW PWS C-1.5.3.3.1	1 Copy	NSP	NSP
0001F	Access Control Plan IAW PWS C-1.5.12.6	1 Copy	NSP	NSP
0001G	Contingency Plan, IAW PWS C-1.5.3.5	1 Copy	NSP	NSP

<b>TOTAL FIRM FIXED PRICE</b>	<b>90</b>	<b>DAYS</b>	<b>\$_____</b>
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\*Not Separately Priced

## B.2. BASE PERIOD

The Base Period is the second performance period and the first full performance period under the contract when the SP becomes fully responsible for performing the activity and shall commence the 1<sup>st</sup> day after the phase-in period ends and continue through 30 September 2005.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0002	The SP shall provide all services and resources necessary to perform all the requirements IAW the Performance Work Statement (PWS).	12Mo	\$_____	\$_____
0002A	Reimbursable Travel Costs to support the annual SBP Board Meetings. Actual travel costs IAW the FTR.	NTE		\$2,000.00

**DATA DELIVERABLES** – The SP shall prepare and deliver data IAW provisions in the PWS, and data requirements in the Technical Exhibits (TE).

0002B	Progress and Management Report PWS C-1.5.3.1.1	1 Copy	NSP	NSP
0002C	Government Furnished Property Report, PWS C-3.1.2	1 Copy	NSP	NSP
0002D	FITW Reconciliation Report TE C-5.5.2a	1 Copy	NSP	NSP
0002E	SITW Report, TE C-5.5.2b	1 Copy	NSP	NSP
0002F	FEHBA Withholding Report PWS C-5.5.4	1 Copy	NSP	NSP
	FEHBA DAFIS Acct Sheet	1 Copy	NSP	NSP
	FEHBA Participation Census	1 Copy	NSP	NSP
0002G	SCDS Report, PWS C-5.5.5	1 Copy	NSP	NSP
0002H	AR Monthly Reports TE C-5.5.6a	1 Copy	NSP	NSP
0002I	AR Quarterly Reports TE C-5.5.6b	1 Copy	NSP	NSP
0002J	Quarterly W-4 Reports TE C-5.5.6.2	1 Copy	NSP	NSP



CLIN	DESCRIPTION	QTY	UNIT	TOTAL
0002K	Payroll/Allotment Reports TE C.5.6.1	1 Copy	NSP	NSP
	K1AN020.R01 – IBM Grade	1 Copy	NSP	NSP
	4B(K1AN0122) – Gross Pay	1 Copy	NSP	NSP
	K1AN08A (K1AN0230.R01)	1 Copy	NSP	NSP
	K1ANAOP.R01-APO/FPO	1 Copy	NSP	NSP
	K1AN.PLIB.CNTL (TDRL01/ 02CG and TDRL01 NOAA	1 Copy	NSP	NSP
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Copy	NSP	NSP
	4B(K1AN0122.R01) Gross NOAA	1 Copy	NSP	NSP
0002L	Summary Report of Year-End Taxes, PWS/TE C-5.6.4	1 Copy	NSP	NSP

**BASE PERIOD TOTAL FIRM FIXED PRICE**

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**B.3. OPTION YEAR ONE**

Option Year One shall commence on 1 October 2005 and continue through 30 September 2006.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0003	The SP shall provide all services and resources necessary to perform all the requirements IAW the Performance Work Statement (PWS).	12 Mo	\$_____	\$_____
0003A	Reimbursable Travel Costs to support the annual SBP Board Meetings. Actual travel costs IAW the FTR.	NTE		\$2,000.00

**DATA DELIVERABLES** – The SP shall prepare and deliver data IAW provisions in the PWS, and data requirements in the Technical Exhibits (TE).

0003B	Progress and Management Report PWS C-1.5.3.1.1	1 Copy	NSP	NSP
0003C	Government Furnished Property Report, PWS C-3.1.2	1 Copy	NSP	NSP
0003D	FITW Reconciliation Report IAW PWS TE C-5.5.2A	1 Copy	NSP	NSP
0003E	SITW Report, TE C-5.5.2b	1 Copy	NSP	NSP
0003F	FEHBA Withholding Report PWS C-5.5.4	1 Copy	NSP	NSP
	FEHBA DAFIS Acct Sheet	1 Copy	NSP	NSP
	FEHBA Participation Census	1 Copy	NSP	NSP
0003G	SCDS Report, PWS C-5.5.5	1 Copy	NSP	NSP
0003H	AR Monthly Reports TE C-5.5.6a	1 Copy	NSP	NSP
0003I	AR Quarterly Reports TE C-5.5.6b	1 Copy	NSP	NSP
0003J	Quarterly W-4 Reports TE C-5.5.6.2	1 Copy	NSP	NSP

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0003K	Payroll/Allotment Reports TE C.5.6.1	1 Copy	NSP	NSP
	K1AN020.R01 – IBM Grade	1 Copy	NSP	NSP
	4B(K1AN0122) – Gross Pay	1 Copy	NSP	NSP
	K1AN08A (K1AN0230.R01)	1 Copy	NSP	NSP
	K1ANAOP.R01-APO/FPO	1 Copy	NSP	NSP
	K1AN.PLIB.CNTL (TDRL01/ 02CG and TDRL01 NOAA	1 Copy	NSP	NSP
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Copy	NSP	NSP
	4B(K1AN0122.R01) Gross NOAA	1 Copy	NSP	NSP
0003L	Summary Report of Year-End Taxes, PWS/TE C-5.6.4	1 Copy	NSP	NSP

**OPTION YEAR ONE TOTAL FIRM FIXED PRICE**

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**B.4. OPTION YEAR TWO**

Option Year Two shall commence on 1 October 2006 and continue through 30 September 2007.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0004	The SP shall provide all services and resources necessary to perform all the requirements IAW the Performance Work Statement (PWS).	12 Mo	\$_____	\$_____
0004A	Reimbursable Travel Costs to support the annual SBP Board Meetings. Actual travel costs IAW the FTR.	NTE		\$2,000.00

**DATA DELIVERABLES** – The SP shall prepare and deliver data IAW provisions in the PWS, and data requirements in the Technical Exhibits (TE).

0004B	Progress and Management Report PWS C-1.5.3.1.1	1 Copy	NSP	NSP
0004C	Government Furnished Property Report, PWS C-3.1.2	1 Copy	NSP	NSP
0004D	FITW Reconciliation Report IAW PWS TE C-5.5.2A	1 Copy	NSP	NSP
0004E	SITW Report, TE C-5.5.2b	1 Copy	NSP	NSP
0004F	FEHBA Withholding Report	1 Copy	NSP	NSP
	FEHBA DAFIS Acct Sheet	1 Copy	NSP	NSP
	FEHBA Participation Census	1 Copy	NSP	NSP
0004G	SCDS Report, PWS C-5.5.5	1 Copy	NSP	NSP
0004H	AR Monthly Reports TE C-5.5.6a	1 Copy	NSP	NSP
0004I	AR Quarterly Reports TE C-5.5.6b	1 Copy	NSP	NSP
0004J	Quarterly W-4 Reports TE C-5.5.6.2	1 Copy	NSP	NSP

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0004K	Payroll/Allotment Reports TE C.5.6.1	1 Copy	NSP	NSP
	K1AN020.R01 – IBM Grade	1 Copy	NSP	NSP
	4B(K1AN0122) – Gross Pay	1 Copy	NSP	NSP
	K1AN08A (K1AN0230.R01)	1 Copy	NSP	NSP
	K1ANAOP.R01-APO/FPO	1 Copy	NSP	NSP
	K1AN.PLIB.CNTL (TDRL01/ 02CG and TDRL01 NOAA	1 Copy	NSP	NSP
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Copy	NSP	NSP
	4B(K1AN0122.R01) Gross NOAA	1 Copy	NSP	NSP
0004L	Summary Report of Year-End Taxes, PWS/TE C-5.6.4	1 Copy	NSP	NSP

**OPTION YEAR TWO TOTAL FIRM FIXED PRICE**

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### B.5 OPTION YEAR THREE

Option Year Three shall commence on 1 October 2007 and continue through 30 September 2008.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0005	The SP shall provide all services and resources necessary to perform all the requirements IAW the Performance Work Statement (PWS).	12 Mo	\$_____	\$_____
0005A	Reimbursable Travel Costs to support the annual SBP Board Meetings. Actual travel costs IAW the FTR.	NTE		\$2,000.00

**DATA DELIVERABLES** – The SP shall prepare and deliver data IAW provisions in the PWS, and data requirements in the Technical Exhibits (TE).

0005B	Progress and Management Report PWS C-1.5.3.1.1	1 Copy	NSP	NSP
0005C	Government Furnished Property Report, PWS C-3.1.2	1 Copy	NSP	NSP
0005D	FITW Reconciliation Report IAW PWS, TE C-5.5.2a	1 Copy	NSP	NSP
0005E	SITW Report, TE C-5.5.2b	1 Copy	NSP	NSP
0005F	FEHBA Withholding Report PWS C-5.5.4	1 Copy	NSP	NSP
	FEHBA DAFIS Acct Sheet	1 Copy	NSP	NSP
	FEHBA Participation Census	1 Copy	NSP	NSP
0005G	SCDS Report, PWS C-5.5.5	1 Copy	NSP	NSP
0005H	AR Monthly Reports TE C-5.5.6a	1 Copy	NSP	NSP
0005I	AR Quarterly Reports TE C-5.5.6b	1 Copy	NSP	NSP
0005J	Quarterly W-4 Reports TE C-5.5.6.2	1 Copy	NSP	NSP

Solicitation No. DTCG23-04-R-HRSRAS

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0005K	Payroll/Allotment Reports TE C.5.6.1	1 Copy	NSP	NSP
	K1AN020.R01 – IBM Grade	1 Copy	NSP	NSP
	4B(K1AN0122) – Gross Pay	1 Copy	NSP	NSP
	K1AN08A (K1AN0230.R01)	1 Copy	NSP	NSP
	K1ANAOP.R01-APO/FPO	1 Copy	NSP	NSP
	K1AN.PLIB.CNTL (TDRL01/ 02CG and TDRL01 NOAA	1 Copy	NSP	NSP
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Copy	NSP	NSP
	4B(K1AN0122.R01) Gross NOAA	1 Copy	NSP	NSP
0004L	Summary Report of Year-End Taxes, PWS/TE C-5.6.4	1 Copy	NSP	NSP

**OPTION YEAR THREE TOTAL FIRM FIXED PRICE****\$\_\_\_\_\_**

**B.6. OPTION YEAR FOUR**

Option Year Four shall commence on 1 October 2008 and continue through 30 September 2009.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL
0006	The SP shall provide all services and resources necessary to perform all the requirements IAW the Performance Work Statement (PWS).	12 Mo	\$_____	\$_____
0006A	Reimbursable Travel Costs to support the annual SBP Board Meetings. Actual travel costs IAW the FTR.	NTE		\$2,000.00

**DATA DELIVERABLES** – The SP shall prepare and deliver data IAW provisions in the PWS, and data requirements in the Technical Exhibits (TE).

0006B	Progress and Management Report PWS C-1.5.3.1.1	1 Copy	NSP	NSP
0006C	Government Furnished Property Report, PWS C-3.1.2	1 Copy	NSP	NSP
0006D	FITW Reconciliation Report TE C-5.5.2a	1 Copy	NSP	NSP
0006E	SWIT Report, IAW PWS, TE C-5.5.2b	1 Copy	NSP	NSP
0006F	FEHBA Withholding Report PWS C-5.5.4	1 Copy	NSP	NSP
	FEHBA DAFIS Acct Sheet	1 Copy	NSP	NSP
	FEHBA Participation Census	1 Copy	NSP	NSP
0006G	SCDS Report, PWS C-5.5.5	1 Copy	NSP	NSP
0006H	AR Monthly Reports TE C-5.5.6a	1 Copy	NSP	NSP
0006I	AR Quarterly Reports TE C-5.5.6b	1 Copy	NSP	NSP
0006J	Quarterly W-4 Reports TE C-5.5.6.2	1 Copy	NSP	NSP



<b>CLIN</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
0006K	Payroll/Allotment Reports TE C.5.6.1	1 Copy	NSP	NSP
	K1AN020.R01 – IBM Grade	1 Copy	NSP	NSP
	4B(K1AN0122) – Gross Pay	1 Copy	NSP	NSP
	K1AN08A (K1AN0230.R01)	1 Copy	NSP	NSP
	K1ANAOP.R01-APO/FPO	1 Copy	NSP	NSP
	K1AN.PLIB.CNTL (TDRL01/ 02CG and TDRL01 NOAA	1 Copy	NSP	NSP
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Copy	NSP	NSP
	4B(K1AN0122.R01) Gross NOAA	1 Copy	NSP	NSP
0006L	Summary Report of Year-End Taxes, PWS/TE C-5.6.4	1 Copy	NSP	NSP
0006M	Phase-Out-Plan, PWS C-1.5.6	1 Copy	NSP	NSP

**OPTION YEAR FOUR TOTAL FIRM FIXED PRICE****\$\_\_\_\_\_**

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Performance Work Statement and Technical Exhibits for this requirement is listed as Attachment 1 in Section J.

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to mailing information, including reports, data deliverables, correspondence, etc., to meet the requirements of the PWS shall be paid by the Government. The Government will be responsible for the daily delivery and pick up of mail.

#### **D.2 MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract number for which the information is being submitted.

#### **D.3 PACKING AND SHIPPING**

When mailing postal items all materials shall be prepared and packed in accordance with standard commercial practices to ensure safe delivery.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 52252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE

#### **E.2 U.S. COAST GUARD INSPECTION AND/OR ACCEPTANCE (DESTINATION)**

The Contracting Officer's Technical Representative (COTR) – (See Section G.1) To Be Determined-is designated as the point of final inspection and acceptance by the Government of all items required by the contract. The Contracting Officer reserves the right to change the COTR or to appoint an alternate as needed. Such changes or new appointments should be made by modifications to the contract.

#### **E.3 PERFORMANCE EVALUATION AND PAYMENT PROCEDURES**

(a) The Government will use a Quality Assurance Surveillance Plan (QASP) to monitor compliance with contract terms and conditions and ensure that performance objectives stated in the PWS and Performance Requirements Summary are met regardless of whether the Service Provided is the Government or a private contractor. The QASP sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract, and is subject to the unilateral change by the Government without modification to the contract. All work required by the contract is subject to surveillance whether or not specifically included in the plan.

(b) When the SP performance fails to achieve the acceptable performance level and is clearly the fault of the SP, contract penalties may be assessed. The Contracting Officer will determine the penalty for non-compliance based on his/her judgment and the severity of non-compliance. The Government will designate a Technical Assistant (TA) to serve as the Special Assistant to the COTR for monitoring and surveillance of the SP's performance. When a surveillance observation results in an unacceptable rating, the TA will report it to the SP's on-site representative with an explanation of the reason the outcome was considered deficient and the SP will be directed to correct the deficiency. If during the course of the surveillance the COTR discovers that the SP is not complying with the established process, the level of surveillance may be increased in order to protect the Government's interests.

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

#### F.2 PLACE OF PERFORMANCE

Services shall be performed at the Personnel Service Center (PSC), Topeka, KS.

#### F.3 PERIOD OF PERFORMANCE

This contract shall become effective the Date of Award. The Phase-In period, the first performance period under the contract, shall be 90 days, and will commence in accordance with the written notification from the Contracting Officer (KO). The second period of performance begins the base period of the contract, which shall be 12 months. Each Option Period shall be for 12-months following the base period.

**Note:** *The Base Period commences upon completed Phase-In period.*

#### F.4 PHASE-IN ACTIVITIES

Pursuant to the clause at F.3 "Period of Performance," the SP shall perform those activities necessary to be prepared to assume responsibility for the Retiree and Annuitant Branch services activities. During the phase-in period the SP shall coordinate its activities with PSC so as to accomplish an effective phase-in of personnel and work activities while minimizing the cost of this effort. The scope of activities that are to be performed shall be subject to PSC approval and will include such activities:

- Recruiting, hiring and relocating personnel
- Implementing the right of first refusal for federal employees
- Obtaining security clearances
- Completion of required training and certifications
- Completion of joint inventories
- Preparing Contingency Plan
- Preparing Safety Program Management Plan
- Finalizing Organizational Chart

Finalizing Management Plan  
Preparing Access Control Plan  
Familiarization with the workflow and scheduling  
Familiarization with applicable installation regulations  
Smooth transition (transparent to customers)

#### **F.5 PROGRESS REPORTING (FIXED-PRICE OR TIME-AND-MATERIALS CONTRACTS)**

(1) The SP shall provide a progress report of the summary of work accomplished during the previous month to be submitted no later than the 15<sup>th</sup> of month of each month. The report shall include the following:

- (a) Summary of progress during the reporting period (include any significant technical information).
- (b) Unanticipated technical or management problems of significance.
- (c) Problems anticipated in future reporting periods.
- (d) Summary of important meetings, briefings, trips and conferences during the period of the report and those planned for the following period.
- (e) Requirements for changes in key personnel for whom Personnel Data Forms have been submitted.
- (f) All reports and correspondence, except otherwise specified shall be directed to the Contracting Officer at the following address:

Commandant (G-ACS-1/A/GC)  
U. S. Coast Guard Headquarters  
2100 Second Street, S.W.  
Washington, D.C. 20593-0001

(2) Simultaneously, a copy should be forwarded to the Technical Representative of the Contracting Officer.

## F.6 PLACE OF DELIVERY - DESTINATION

(1) Contract data deliverables shall be made in accordance with the following required delivery schedule:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>REQUIRED DELIVERY</u>
<b><u>Phase-In Period Data Deliverables</u></b>				
0001A	Organization Chart	1 Final	Copy	30 calendar days prior to base period start date
0001B	Management Plan	1 Final	Copy	30 calendar days prior to base period start date
0001C	Phase-In Plan	1 Final	Copy	Post-award conference
0001D	Quality Control Plan	1 Final	Copy	30 business days prior to base period start date
0001E	Safety Program Mgmt Plan	1 Final	Copy	30 business days prior to base period start date
0001F	Access Control Plan	1 Final	Copy	30 business days prior to base period start date
0001G	Contingency Plan	1 Final	Copy	30 business days to base period start date
<b><u>Base and Option Period Data Deliverables</u></b>				
0002B-0006B	Progress and Mgmt Report	1 Final	Copy	No later than the of each month
0002C-0006C	Government Furnished Property Report	1 Final	Copy	The 15 <sup>th</sup> of September of Base and each Option Year
0002D-0006D	FITW Reconciliation Report	1 Final	Copy	Monthly
0002E-0006E	SITW Report	1 Final	Copy	Monthly

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>REQUIRED DELIVERY</u>
0002F-0006F	FEHBA Withholding Report	1 Final	Copy	Monthly
	FEHBA DAFIS Acct Sheet	1 Final	Copy	Monthly
	FEHBA Participation Census	1 Final	Copy	Quarterly
0002G-0006G	SCDS Report	1 Final	Copy	Monthly
0002H-0006H	AR Monthly Reports	1 Final	Copy	Monthly
0002I-0006I	AR Quarterly Reports	1 Final	Copy	Quarterly
0002J-0006J	Quarterly W-4 Reports	1 Final	Copy	Quarterly
0002K-0006K	Payroll/Allotment Reports			
	K1AN020.R01 – IBM Grade	1 Final	Copy	Annually
	4B(K1AN0122) – Gross Pay	1 Final	Copy	Bi-Annually
	K1AN08A (K1AN0230.R01)	1 Final	Copy	Quarterly
	K1ANAOP.R01-APO/FPO	1 Final	Copy	Quarterly
	K1AN.PLIB.CNTL (TDRL01/02CG and TDRL01 NOAA	1 Final	Copy	Monthly
	K1ADEFRP.R02 – Blanket Allotments (89)	1 Final	Copy	Monthly
	4B(K1AN0122.R01) Gross NOAA	1 Final	Copy	Monthly
0006L	Phase-Out-Plan	1 Final	Copy	90 calendar days prior to contract expiration date

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ADDRESS</u>
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**Phase-In/Transition Data Deliverable Addresses**

(2) Contract data deliverables shall be made to the following address(es):

0001A	Phase-In-Plan	U.S. Coast Guard (G-ACS-1A) Contracting Officer/Faye Jones 2100 Second St SW, Room 5216 Washington DC 20593-0001
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PSC (RAS-COTR)  
 444 SE Quincy St  
 Topeka KS 66683-3591

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDRESS</u></b>
0001B	Management Plan	U.S. Coast Guard (G-ACS-1A) Contracting Officer/Faye Jones 2100 Second St SW, Room 5216 Washington DC 20593-0001
		PSC (RAS-COTR) 444 SE Quincy St Topeka KS 66683-3591
0001C	Organizational Chart	U.S. Coast Guard (G-ACS-1A) Contracting Officer/Faye Jones 2100 Second St SW, Room 5216 Washington DC 20593-0001
		PSC (RAS-COTR) 444 SE Quincy St Topeka KS 66683-3591
0001D	Quality Control Plan	U.S. Coast Guard (G-ACS-1A) Contracting Officer/Faye Jones 2100 Second St SW Room 5216 Washington DC 20593-0001
		PSC (RAS-COTR) 444 SE Quincy St Topeka KS 66683-3591
0001E	Safety Program Mgmt Plan	U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001
		PSC (RAS-COTR) 444 SE Quincy St Topeka KS 66683-3591
0001F	Access Control Plan	U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001
0001G	Contingency Plan	U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001

Solicitation No. DTCG23-04-R-HRSRAS

PSC (RAS-COTR)  
 444 SE Quincy St  
 Topeka KS 66683-3591

**Base and Option Period Data Deliverables Addresses**

0002B- 0006B	Progress and Mgmt Report	U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001
		PSC (RAS-COTR) 444 SE Quincy St Topeka KS 66683-3591
0002C- 0006C	Government Furnished Property Report	PSC (RAS-COR) 444 SE Quincy St Topeka KS 66683-3591
		U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001
0002D- 0006D	FITW Reconciliation Report	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
0002E- 0006E	SITW Computer Generated RPT	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
0002F- 0006F	FEHBA Withholding Reports MBR/GOVT Share RPT	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
	FEHBA DAFIS Acct Sheet	U.S. Coast Guard (ff) Office 259 1430A Kristina Way Chesapeake, VA 23326-1000
	FEHBA Participation Census	Internet Access to National Finance Center OPM/FEHBA Clearing House New Orleans, LA <a href="http://www.nfc.usda.gov">http://www.nfc.usda.gov</a>
0002G- 0006G	SCDS Report	Chief Military Entitlements U.S. Coast Guard (G-WRP-2) Room 5502 2100 Second St SW Washington DC 20593-0001

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDRESS</u></b>
0002H-0006H	AR Monthly Reports	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
0002I-0006I	AR Quarterly Reports	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
0002J-0006J	Quarterly W-4 Reports	Internal Revenue Service Austin Service Center 3651 South IH 35 Austin TX 78741
0002K-0006K	Payroll/Allotment Reports	
	K1AN020.R01 – IBM Grade Report (11A)	United States Coast Guard (G-WRP-2) RM 5502 2100 Second Street, SW Washington, DC 20593-0001
	4B(K1AN0122)	United States Coast Guard (G-WRP-2) RM 5502 2100 Second Street, SW Washington, DC 20593-0001
	K1AN08A (K1AN0230.R01)	U.S. Coast Guard (ff) Office 259 1430A Kristina Way Chesapeake, VA 23326-1000
	K1ANAPO.R01-APO/FPO	U.S. Coast Guard (ff) Office 259 1430A Kristina Way Chesapeake, VA 23326-1000
0002K-0006K	K1AN.PLIB.CNTL (TDRL01/02CG AND TDRL01 NOAA)	United States Coast Guard PC (adm-1) 2100 Second St. SW Washington, DC 20593-0001
		United States Coast Guard PC (epm) 2100 Second St. SW Washington, DC 20593-0001
		United States Coast Guard PC (opm) 2100 Second St. SW Washington, DC 20593-0001
0002K-0006K	K1ADEFPR.R02 Retired Pay EFT Blanket Allotments Summary per Blanket Company	Various
	4B(K1AN0122.R01) –	NOAA – OFA 211 BLDG CXXXI – RM # 3422 20020 Century BLVD Germantown MD 20874-1143

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDRESS</u></b>
0002L- 0006L	Summary Report of Year-end Taxes	PSC (QA/FR) 444 SE Quincy St Topeka KS 66683-3591
0006L	Phase-Out-Plan	U.S. Coast Guard (G-ACS-1A) 2100 Second St SW Room 5216 Washington DC 20593-0001

## **F.7 SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295)) to the Department of Homeland Security, Office of Small and Disadvantaged Business Utilization, Washington, DC, 20528.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

#### **G.2 ADDRESS OF CORRESPONDENCE**

All correspondence except as otherwise specified shall be directed to the contracting officer at the following address:

Commandant (G-ACS-1A /GC)  
U. S. Coast Guard Headquarters  
2100 Second Street, S.W.  
Washington, D.C. 20593-0001  
M/F: Contract No.: DTCG23-03-R-HRSRAS

#### **G.3 CENTRAL CONTRACTOR REGISTRATION (CCR) AND PAYMENT INFORMATION**

(a) The Coast Guard requires the contractor to submit certain information through CCR in order to facilitate EFT payment for deliveries or performance under this contract. The contract may register at: <http://www.ccr.dla.mil> Refer to the FAR clause 52.232-33.

(b) The Data Universal Number System (DUNS) number is the primary identifier in Central Contractor Registration (CCR). Contractors are located and identified in CCR by their DUNS number. Therefore, to facilitate payment, it is in the contractor's best interest to ensure that the DUNS number is recorded on every invoice submitted to the U.S. Coast Guard.

**G.4 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS AND DELIVERY ORDERS FOR NON-COMMERCIAL ITEMS**

(a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix)] and those items are accurate. A request for payment may be on a form, such as a DD Form 250, or company letterhead as long as it meets the requirements of this clause.

(1) If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, then the request is not proper and shall be returned with a statement of the reason(s) it is not proper.

(2) If a request for payment includes all the items required by the clause at FAR 52.232-25, Prompt Payment but is inaccurate, then the request is not proper and the contractor shall be notified in writing of the error(s); the Government reserves the right to return an inaccurate request for payment with a statement of the reason(s) it is not proper.

(b) Each original invoice shall be submitted to the designated billing office at the following address:

INVOICE  
Commandant (G-G-ACS-1A/GC)  
U. S. Coast Guard Headquarters  
2100 Second Street, SW Room 5208  
Washington, D.C. 20593-0001

One copy of the original invoice shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the contracting officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the contracting officer for resolution.

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

## **H.1. POST-AWARD CONFERENCE**

The Service Provider shall attend a post-award conference at the Personnel Service Information Center (PSC), Topeka, KS, prior to the commencement of the phase-in/transition period. The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines, and answer questions the SP may have prior to commencement of work. During the period between the tentative decision announcement and the conference, the SP should submit any questions in writing to the Contracting Officer.

## **H.2 RIGHT-OF-FIRST-REFUSAL FLOW DOWN**

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow down requirement for all subcontractors.

## **H.3 REQUIRED INSURANCE FOR WORK ON A GOVERNMENT INSTALLATION**

The Service Provider shall procure and maintain insurance during the entire period of performance under this contract, in accordance with FAR 52.228-5, entitled "Insurance – Work on a Government Installation" (See Section I). The following minimum insurance is required:

<b><u>TYPE</u></b>	<b><u>MINIMUM AMOUNT</u></b>
1. Comprehensive General Liability for bodily injury	\$500,000 per occurrence
2. Automobile Liability Insurance	
Bodily Injury	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence
3. Worker's Compensation and Employers Liability Insurance	

## **H.4 GOVERNMENT-FURNISHED EQUIPMENT**

The Service Provider shall comply with the applicable policies and procedures provided in FAR Part 51. The SP shall establish and enforce suitable penalties for employees who use or authorize the use of Government equipment for other than performance of Government contracts and provide the SP's established penalties in writing to the KO at least 30 days prior to contract start date.

## **H.5 SECURITY REQUIREMENTS**

(1) All SP personnel or any representatives of the SP entering PSC to perform contract requirements shall abide by all security requirements and regulations.

## **H.5 SECURITY REQUIREMENTS (Continued)**

(2) The SP shall implement and maintain a Security Program for control of personnel, property and information.

(3) SP personnel shall conduct themselves in accordance with acceptable business decorum at all times. When SP personnel receives or is given access to proprietary data, data protected by the Privacy Act, or other classified financial information, the SP personnel shall treat and protect such information in accordance with any restrictions imposed on such information.

(4) The SP shall remove any individual from the site whose continued presence or employment is deemed by the COTR to be contrary to the public interest or inconsistent with the best interest of national security.

## **H.6 SECURITY CLEARANCE**

(1) Prior to the end of the phase-in/transition period, the SP shall ensure that SF-85P and FD-258 are properly completed on all personnel and submitted to the USCG Security Office for a National Agency Check in accordance with the Department of Defense 5220.22-M, the National Industry Security Program Operating Manual. Additionally, all SP personnel issued a clearance under this contract shall sign a Non-Disclosure Agree, which shall survive the life of the contract. The background investigations and reinvestigations establish that applicants or incumbents either employed by the Government or working for the Government under contract are suitable for the job and/or are eligible for a public trust or sensitive positions.

(2) Personnel who have previously had their suitability determined may not need to submit forms, pending verification to the USCG. These personnel shall, however, prior to commencement of work on this contract, submit a statement on the agency's letterhead that they have a current suitability determination. In addition, the statement shall also list the following:

(a) Full Name; (2) Social Security Number; (3) Date of Birth; and (4) Point of Contact, including an up-to-date telephone number, contract number(s) and performance dates for contracts on which they have or are currently participating, which required such a determination.

(3) No later than 15 calendar days prior to employment start date, the SP shall provide the KO or COTR a roster of all key personnel. The roster shall include each personnel's full name, Social Security Number, identification card number (if assigned), branch or section (if applicable), and security clearance (level of clearance and last investigation date). Deletions to the rosters shall be provided to the KO or COTR within three working days for personnel whose employment has been terminated.

(4) Should the KO or COTR receive an unsuitable report on any SP personnel as a result of processing the required forms, or should existing personnel under this contract become unsuitable for assigned duties in this regard, the SP shall advise the Government that such personnel cannot work under the contract. The SP shall immediately remove any such personnel and begin the process to replace him/her with a suitable substitute.



## **H.7 REVOCATION OF ACCESS TO GOVERNMENT RESOURCES**

(1) The SP shall maintain a list of personnel with completed clearances and position-of-trust screenings. Access to Government resources shall be revoked if an individual becomes a threat to the Government resources. The Government may remove access privileges, including revocation or suspension of facility access from SP personnel for unauthorized, negligent or illegal actions.

(2) When a SP employee no longer requires access to a Government system, (if the employee leaves the company or ends involvement in the contract), the SP shall notify the Contracting Officer, the USCG Automated Data Processing System Security Officer(s) (ADPSSO), and the system administrator(s) by electronic mail within 3 working days. The system administrator(s) shall terminate system and network access.

(3) If a SP employee is fired or leaves the contract or company under adverse conditions, the SP shall notify the Contracting Officer, the USCG system ADPSSO(s), and the system administrator(s) before the employee is removed. If the removal is not planned, the SP shall notify the Contracting Officer, the USCG ADPSSO(s), and system administrator(s) immediately upon dismissing the employee. The system administrator(s) shall immediately terminate the dismissed employee's access to Government systems.

(4) By requesting access, the SP is certifying that all SP personnel involved in the management, use, and operation of systems under this contract have received training appropriate to their assignment as defined in NIST Special Publication 500-172 Computer Security Training Guidelines. See COMDTINST M5500.13A (Series), Automated Information System (AIS) Security Manual.

(5) The SP personnel shall attend Government provided computer security related training. See Security of Sensitive Government and Customer Data, Section C-1.5.3.4.2 of the RAS PWS.

(6) The SP shall conduct refresher security awareness and security evaluation training annually. The SP shall notify the Contracting Officer in writing upon completion of this training. See Security of Sensitive Government and Customer Data, Section C-1.5.3.4.2 of the RAS PWS.

(7) If a SP employee comes under suitability investigation, (see COMDTINST M5520.12 (series) Personnel Security Program) the SP shall abide by the USCG Personnel Security Officer decision. This may include the removal of the employee from work on this contract and/or remove access to classified and unclassified sensitive information pending the results of an investigation.

(8) The Government has the authority to grant, deny, withhold or terminate suitability determinations for SP employees. The Government may, as it deems appropriate, conduct background checks or grant temporary suitability determinations to SP employees. However, the granting of a temporary suitability determination to any SP employee shall not be considered as assurance that full favorable determination will follow as a result or condition thereof; and the granting of either temporary or final favorable determination shall in no way prevent, preclude or bar the withdrawal or termination of any such determination by the Government.

## **H. 7 REVOCATION OF ACCESS TO GOVERNMENT RESOURCES (Continued)**

(9) Temporary suitability determination allowances may be granted by the Government for a period of up to six months from the date that such allowance is approved. All Contractor employees working under this contract, after the expiration of the six month temporary determination and unless renewed one time for an additional 6 months, shall not work under this contract until a full suitability determination has been completed.

## **H.8 PRIVACY ACT NOTIFICATION**

(1) The personal information maintained in any system of records provided to, designed, developed or operated by the SP under the terms of this contract is to be accorded the full protection of the Privacy Act of 1974. Access to information must be limited to authorized USCG personnel or employees of the SP working directly on this contract who have a valid need to know.

(2) Equipment and management controls must be adequate to prevent unauthorized access or disclosure which might result from concurrent utilization of computer resources by multiple, independent users.

(3) No dissemination or use of these records obtained by the SP from the USCG shall be permitted except in accordance with the terms of this contract and the modifications thereto. Furthermore, any records, data, reports, information, or other documentation generated for the USCG, subject to the Privacy Act, are property of the USCG and such material, as well as those records originally provided pursuant to this contract, shall be returned to the USCG upon completion of the terms of the contract.

(4) It is the SP's responsibility under the terms of the Privacy Act for the purposes of this contract to familiarize and brief the SP's employees involved with this contract on the conditions of the Privacy Act of 1974.

## **H.9 ACCESS CARDS/IDENTIFICATION CARDS (ID)**

The SP shall contact the KO or COTR to arrange for ID badges to be issued to all SP personnel, including subcontractor no later than 15 days prior to start of work. All SP personnel shall wear the ID badges conspicuously on his/her outer clothing above the waist at all times while working at the PSC site. Personnel may be challenged or removed from the work area or denied access to the site if the ID badge is not worn. In the event the SP personnel loses his/her ID badge, the lost ID badge shall be reported to the KO or COTR within 30 minutes of discovery of loss, who will arrange for a replacement ID badge. The SP personnel will be issued a temporary ID badge to be used until a new, permanent ID badge is issued. The SP shall prohibit use of the Government issued cards by any person other than authorized SP personnel.

## **H.10 U.S. COAST GUARD INFORMATION TECHNOLOGY SECURITY CLAUSE**

(1) No Contractor personnel shall commence any performance under this contract, requiring system access, until they:

(a) Have received a security briefing about the Automated Information Systems (AIS) Security Manual (COMDTINST M5500.13 (series)) from the appropriate Coast Guard Information Systems Security Officer (ISSO).

(b) Have signed an "Annual Coast Guard Information Technology Contractor User Security Agreement." A copy of this user security agreement is provided as Attachment 6 in Section J of this contract. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The COTR for this contract shall arrange the aforementioned security briefing.

(2) The Contractor shall access only those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites. etc.) explicitly stated in this contract and/or as approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not explicitly authorized by the Performance Work Statement, other terms and conditions in this contract, or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, the Coast Guard will take appropriate action with regard to the contract.

(3) Contractor access to Coast Guard computer systems and/or networks from a remote location is a temporary privilege for the mutual convenience it offers while the Contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contractor, nor is it Government Furnished Equipment (GFE).

(4) Contractor access may be terminated for unauthorized use. The Contractor agrees to hold the Coast Guard harmless and the Contractor will not request additional time or money under the contractor for delay resulting from unauthorized use.

#### **H.11 PASS DOWN TO SUBCONTRACTS**

(1) The following listed Section H requirements of the basic contract shall be included in subcontracts awarded by the Contractor:

- (a) Organizational Conflicts of Interest
- (b) Key Personnel

(2) The SP shall pass down to subcontractor(s) contract requirements necessary to ensure that products, services and documentation delivered to the Government are developed in accordance with prime SP requirements.

## **H.12 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) In accordance with FAR 9.505-4, the contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that it will not use such proprietary data in seeking future competitively solicited work from the Coast Guard at any location.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may here after merge or affiliate, and any other successor of the contractor. The term "consultant" is defined as one who renders "professional and consultant services" as defined at FAR 31.205-33(a).

(c) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a certification that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the language contained in paragraph (a) of this clause.

(e) In the event the contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or take such other rights and remedies as provided for under this contract and under the Federal law of contracts.

## **H.13 KEY PERSONNEL**

(1) The personnel specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(2) Before removing or replacing any of the listed or specified personnel, the Contractor must: shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel until the Contracting Officer approves the change.

The Key Personnel under this contract:

_____	_____
_____	_____

#### **H.14 PERFORMANCE MEASUREMENTS**

See Section J, Attachment 1 – RAS PWS with attached Performance Requirements Summary (PRS).

#### **H.15 AUTHORITY TO OBLIGATE THE GOVERNMENT**

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the KO.

#### **H.16 FACILITY OPENING AND CLOSING**

The Personnel Service Center (PSC), Retiree and Annuitant Services (RAS) Branch will operate at minimum watch standing (minimal operational support required) on the following Government holidays and any other day designated by Federal statute, Executive order, or the President's proclamation:

New Year's Day  
Labor Day  
Martin Luther King, Jr's Birthday  
Columbus Day  
President's Day  
Memorial Day  
Independence Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

(2) SP and any subcontractor personnel assigned to this contract shall be granted access to RAS during recognized Government holidays (see (a)) as necessary to meet the requirement of the contract.

(3) The Contractor shall adhere to the PSC facility policies on closing or delayed opening due to inclement weather, or other reasons as directed by the Commanding Officer through the Contracting Officer.

#### **H.17 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- (f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
  - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds are no longer under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d)

of this clause shall apply.

- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

## PART II - CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

##### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

##### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	JAN 2004	CONTRACTOR IDENTIFICATION NUMBER
52.207-3	NOV 1991	RIGHT OF FIRST REFUSAL OF EMPLOYMENT
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLANS
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES



52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION ALTERNATE II (AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-24	JAN 1986	PROHIBITION OF ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED-PRICE

52.245-8	JAN 1997	CONTRACTS) Alternate I (APR 1984)
52.245-11	APR 1984	LIABILITY FOR THE FACILITIES
52.245-19	APR 1984	GOVERNMENT PROPERTY (Facilities Use)
		GOVERNMENT PROPERTY FURNISHED
		"AS IS"
52.246-20	MAY 2001	WARRANTY OF SERVICES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE
		GOVERNMENT (FIXED-PRICE) Alternate II (SEP
		1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(3) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(4)The rights and remedies of the Government specified herein are not exclusive,

and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

[End of Clause]

**I.3 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)**

- (a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.
- (b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.
- (c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

**I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within anytime prior to the expiration of the contract.

**I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

[End of Clause]

**I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of

the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE  
DETERMINATION: Employee Class-\*Monetary Wage-Fringe Benefits (Loaded)

POSITION TITLE	PAY PLAN	GRADE	*WAGE Per Hour
Business Unit Manager	GS	12	\$30.66
Military Pay Supervisor	GS	9	\$21.14
Lead Military Pay Tech (Retired)	GS	8	\$19.14
Military Pay Tech (Annuitant)	GS	7	\$17.29
Accounting Tech	GS	7	\$17.29
Military Personnel Clerk	GS	7	\$17.29
Accounting Tech	GS	6	\$15.55
Military Personnel Clerk	GS	6	\$15.55
Military Pay Tech (Retired)	GS	6	\$15.55
Human Resources Assistant	GS	6	\$15.55

[End of Clause]

**I.7 52.232-19 (APR 1984) AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

Funds are not presently available for performance under this contract beyond September 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting officer.

**I.8 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)1**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any US Coast Guard clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

**I.1.2 DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 30) CLAUSES:**

3052.215-70	DEC 2003	KEY PERSONNEL OR FACILITIES
3052.219-70	DEC 2003	SMALL BUSINESS PROGRAM
		SUBCONTRACTING REPORTING
3052.223-90	DEC 2003	ACCIDENT AND FIRE REPORTING
3052.228-70	DEC 2003	INSURANCE
3052.237-70	DEC 2003	QUALIFICATIONS OF CONTRACTOR
		EMPLOYEES
3052.242-72	DEC 2003	CONTRACTING OFFICER'S TECHNICAL
		REPRESENTATIVE
3052.245-70	DEC 2003	GOVERNMENT PROPERTY REPORTS

**I.10 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEC 2003)**

(a) Prohibitions.

Section 835 of [Public Law 107-296](#), prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, [Public Law 107-296](#), would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. “Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, [Public Law 107-296](#).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of [Public Law 107-296](#) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, [Public Law 107-296](#) of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of provision)

#### **I.11 DISCLOSURE OF CONFLICTS OF INTEREST (DEC 2003)**

The Department of Homeland Security (DHS) will award contracts only to those offerors whose objectivity is not impaired by conflicting interests. Based on this policy—

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors for more than 20% of the work and key personnel of the offeror and any subcontractor accounting for more than 20% of the contract. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel, for purposes of this clause, shall include any person owning more than 20% interest in the company, and the company's corporate officers, its senior managers and any employees responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DHS, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(End of clause)

#### **I.12 3052.222-90 LOCAL HIRE (USCG) (DEC 2003)**

(a) When performing a contract in a state with an unemployment rate in excess of the national average determined by the Secretary of Labor, the Contractor shall employ individuals who are local residents and who, in the case of any craft or trade, possess or would be able to acquire promptly, the necessary skills.

(b) Local resident defined. As used in this section, "local resident" means a resident of, or an individual who commutes daily to a State described in subsection.

(c) The Secretary of Homeland Security may waive the requirements of this subsection in the interest of national security or economic efficiency.

[End of Clause]

#### **I.13 DEPARTMENT OF LABOR WAGE DETERMINATION**

Department of Labor Wage Determination No. 1994-2213 is applicable to the services required under this contract. The contractor shall be required to adhere to the requirements of this Wage Determination. (See Section J, Attachment 4)

#### **I.14 INCORPORATION OF SECTION K BY REFERENCE**

In accordance with FAR 15.406-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor) shall be deemed incorporated by reference in the contract.



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

<u>Attachment No.</u>	<u>No. of Pages</u>	<u>Attachment Title</u>
1	79	RAS PWS w/
	3	PERFORMANCE REQUIREMENTS SUMMARY
	208	TECHNICAL EXHIBITS
2		PAST PERFORMANCE QUESTIONNAIRE
3	9	DOL WAGE DETERMINATION
4	1	ANNUAL COAST GUARD INFORMATION TECHNOLOGY CONTRACTOR USER SECURITY AGREEMENT

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, AND**

**OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)  
(Continued)**

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

[End of Provision]

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

[End of Provision]

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

#### **K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is NAICS.
- (2) The small business size standard is no more than \_\_\_\_\_ average annual receipts for an offeror's preceding 3 FYs.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
  - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  
  

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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

**K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_].

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

[End of Provision]

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

**K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

**K.10 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

[End of Provision]

**K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAC 2001-15)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

**K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAC 2001-15) (Continued)**

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
  - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
  - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

**K.12 CONGRESSIONAL INFORMATION**

EACH BIDDER OR OFFEROR SUBMITTING A BID OR PROSPOAL EXCEEDING \$3 MILLION (INCLUDING OPTIONS) SHALL PROVIDE THE INFORMATION REQUESTED BELOW:

(1) Home Office Congressional District:

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(2) Principal Place of Performance of the work required under the resulting contract (City and State):

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(3) Congressional District of the Principal Place of Performance:

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(4) Name(s) and Party(s) of Congressional Representative:

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(INDICATE COMPANY NAME ON LINE ABOVE)

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

#### **L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

<http://www.arnet.gov/far/>

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER	DATE	TITLE
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING (DUNS) SYSTEM

#### **L.2 COMPETITIVE SOURCING STUDY – RETIREE AND ANNUITANT SUPPORT SERVICES**

This solicitation is a Public-Private Competition and will be conducted in accordance with the instructions set forth in the FAR and OMB Circular A-76 (Revised) dated May 29, 2003. If the result of the best value determination favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract as discussed in FAR 52.215-1(f). If the result of the best value determination favors Agency performance, this solicitation will be cancelled and no contract will be awarded.

#### **L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) Alternate I (OCT 1997)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendments to this solicitation by the date and time specified in the amendment (s).
- (c) Submission, modification, revision, and withdrawal of proposals.
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the proposal must show--
    - (i) The solicitation number;
    - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
    - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
    - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
    - (v) Name, title, and signature of person authorized to sign the proposal.
    - (vi) Proposals signed by an agent shall be accompanied by evidence of that



agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
  - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

[End of Provision]

#### **L.4 A-76 WEBSITE**

The Government will maintain a website related to this acquisition at <http://www.uscg.mil/hq/g-a/acs/a76/>. All information related to this acquisition, including Requests for Information (the Government's response), and amendments to this RFP will be posted at this website. It is the Offeror's responsibility to check this website constantly for changes or new amendments.

#### **L.5 SITE VISIT FAR 52.237-1 (APR 1984)**

Offerors were urged and expected to inspect the site where services to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after award. A site visit was held on July 15, 2003, at Personnel Services Center (PSC), Topeka, KS, commencing at 09:00. The site visit was in conjunction with the Pre-Proposal Conference.

#### **L.6 PRE-PROPOSAL CONFERENCE**

A Pre-proposal Conference was held at the Personnel Service Center, Topeka, KS, on Tuesday, July 15, 2003, following the site visit. The purpose of the Conference was to provide a tour of the PSC Retiree and Annuitant Services Branch, explain and provide clarity to the Agency's expectation in performance, and respond to Request for Clarifications from prospective offerors.

#### **L.7 REQUEST FOR CLARIFICATION (RFC)**

(1) Requests for RFP clarification, to be addressed at the Pre-proposal Conference, were due by COB local time on July 10, 2003. Any additional questions resulting from the Pre-proposal Conference were due by COB local time on July 18, 2003.

(2) The only acceptable method of submission is electronic submission to [gcarroll@comdt.uscg.mil](mailto:gcarroll@comdt.uscg.mil). The Government will not provide any information concerning

requests for clarifications in response to telephone calls, or other written or faxed queries from Offerors.

(3) The Government reserves the right not to provide an answer for any RFC received after the dates stated above. If, however, in the Government's opinion, the RFC cites an issue of significant importance, the Government may provide written responses to all Offerors.

## **L.8 PRIME CONTRACTOR RESPONSIBILITIES**

If the Offeror proposes a teaming arrangement, the Offeror shall be the prime contractor and all other team members shall be subcontractors. The prime contractor shall be responsible for all requirements.

## **L.9 TYPE OF CONTRACT 52.216-1 (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract, with a cost reimbursable CLIN for travel, resulting from this solicitation.

[End of Provision]

## **L.10 INQUIRIES**

Offerors are instructed to contact only the Contracting Officer for information about any aspect of the solicitation. Prospective Offerors are cautioned against contacting other Government personnel in regard to this solicitation prior to award. Prospective Offerors are also cautioned to advise potential subcontractors or teaming members of this instruction.

## **L.11 PRE-AWARD SURVEY**

(a) Offerors are advised that the Government may contact potential contractors to ascertain their capabilities to perform the work specified in this solicitation. Current financial statements and other pertinent data should be available at that time. Areas of interest on this survey may include, but are not limited to the following.

1. Performance Plans
2. Quality Assurance and Control Plans
3. Personnel Recruitment and Training Plans
4. Workload factors for manpower utilization
5. Management Plan for handling peak workloads

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an Offeror will receive or is in the best position to receive the resultant award.

## **L.12 ACCESS TO COAST GUARD HEADQUARTERS BUILDING**

The U.S. Coast Guard Headquarters Building, 2100 Second Street, SW, Washington, D.C. 20593, is a controlled access building. If Offerors intend to hand-carry proposals, prior arrangements for access should be made by contacting the individual specified in Section L.5 at least one workday prior to the date when access is required. If prior arrangements are not made, Offerors should allow at least 30 minutes for visitor access. It is the Offeror's responsibility to ensure that proposals are delivered by the due date and time required in the solicitation.

## **L.13 SUBMISSION OF WRITTEN PROPOSALS, ORAL PRESENTATION SLIDES AND PAST PERFORMANCE INFORMATION – COMPETITIVE**

The Government reserves the right to award the contract without discussions in accordance with FAR 15.306 and 52.215-1; therefore, Offerors should propose the best offer initially. If the Government determines that discussions are necessary, final proposal revisions will be requested. Should the Government enter into discussions, all Offeror responses to technical proposal questions shall be provided to the Government in writing as part of the revised proposal. The Offeror shall not revise the information provided for the oral presentation.

The Government warns Offerors that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the Offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any exception to any term or condition of the RFP that is expressly authorized by the RFP to be a deficiency, as defined in FAR 15.301.

Offerors shall respond to all requirements of the solicitation. Offers submitted with inadequate information may be found unacceptable. Offerors shall not include classified information in their proposal. The Technical Proposal shall consist of two separate components: a written proposal and an oral presentation. The hard copy slides to be used in the oral presentation shall also be delivered as part of the written Technical Proposal.

### **L.13.1 REQUIREMENTS FOR PROPOSAL FORMAT**

Written proposals shall be submitted in four volumes as outlined below. Offerors shall attach a binder cover sheet to the outer cover of each volume, which clearly identifies each volume, by volume number, volume name, and copy number (i.e., Volume I, Technical Proposal, copy 2 of 4), RFP number, date of submission, and the Offerors' name.

### **L.13.2 PROPOSAL ORGANIZATION**

The industry/ISSA Offerors and Agency Tender Official (ATO) shall submit the following volumes of material as indicated in the table below:

Volume Title	Number of Printed Copies	Maximum Number of Pages
<b>Volume I – Technical Proposal</b>  Section 1 –Contract Plans Management Plan Phase-In-Plan and Quality Control Plan  Section 2 – Personnel	Original + five copies	75 pages w/2 page Executive Summary  3 pages for key and non key personnel
<b>Volume II – Technical Proposal Oral Presentation</b>	Original + five copies	None
<b>Volume III – Cost/Price Proposal CD or Diskette of all spreadsheets</b>	Original + five copies 1 copy	None

### L.13.3 TECHNICAL PROPOSAL GENERAL REQUIREMENTS

(1) The written sections of the Technical Proposal shall conform to the following requirements:

a. Proposals shall be prepared on standard 8 ½ x 11 paper with 1-inch margins in portrait orientation, except for information presented in tabular/graphic format and oral presentation charts; these exceptions may be prepared in landscape orientation. To aid in evaluation, proposals will be accurate, specific, concise, and complete. Each proposal volume shall begin with an executive summary, not to exceed two (2) pages. All pages of each part shall be appropriately numbered, printed on one side only, and identify the solicitation number.

b. Loose-leafs binders shall be used for each volume. Proposal text shall be no smaller than 10-pitch type size and no larger than 12-pitch type size. An 8- pitch type size may be used for tables or graphics. "Foldout" pages sized 11 inches by 17 inches are permitted for charts or other graphics. All text shall be singled spaced and the margins of 1 inch shall be used on all pages borders. Each volume shall include "Table of Contents" which provides enough detail to quickly locate key elements of the offer and Tabs/dividers separating each volume section

(1) **Volume I** – The Management Plan, Phase-In Plan, and Quality Control Plan as defined in the PWS shall not exceed 75 typewritten pages each including a two (2) page Executive Summary. Personnel information, as defined in Section L.14.2, shall not exceed three (3) pages per individual.

(2) **Volume II** – Volume II shall include copies of all actual slides to be presented during the live oral presentation. (See Additional Information on Oral Presentation Instructions at L.16)

(4) **Volume III** – Volume III shall include all Cost/Price information as defined in Section L.15. Offerors shall provide a CD or diskette of all spreadsheets used in Cost/Price Proposal in Microsoft EXCEL 97 or higher, to be compatible with Office 2000 software. Include completed solicitation Sections A, B, and K.

#### **L.13.4 TECHNICAL PROPOSAL: VOLUME I**

(1) Contract Plans – Volume I, Technical Proposals shall consist of the Offeror's written contract plans, which includes the following:

- (a) Phase-In-Plan as described in Section C-1.5.5 of the PWS.
- (b) Management Plan as described in Section C-1.5.3.1 of the PWS.
- (c) Quality Control Plan as described in Section C-1.5.3.2 of the PWS.

(2) Personnel – Offerors shall enumerate the key personnel resources proposed and describe their qualifications, availability, organization affiliation, and corporate experience. This information shall be provided in writing and shall also be highlighted in the oral presentation. At the oral presentation, the Offeror shall also provide a slide including the name, position titles, and firm affiliation of key personnel participating in the presentation.

Offerors shall describe minimum qualifications to be required for each labor category to accomplish the requirements in the RAS PWS. This information shall be provided for all levels of personnel (management, technical, non-key personnel, etc.) This data shall be provided in writing and during Oral Presentation.

(3) Offerors shall note that all sections of Volume I require both a written proposal deliverable and an oral presentation response.

#### **L.14 TECHNICAL PROPOSAL – ORAL PRESENTATION: VOLUME II**

##### **L.14.1 MANAGEMENT APPROACH (FACTOR) – *The Offeror shall provide in a series of presentation slides the following information demonstrating management approach:***

Offerors shall focus on how they plan to staff, manage and accomplish the tasks contained in the Performance Work Statement (PWS). Each offeror shall:

(1) Demonstrate the ability to provide on-site Project Management and a discussion on project management authority, including the reporting lines within the overall corporate structure and authority to hire and discipline employees.

(2) Offeror's shall describe the strategies and approaches contained in the Management Plan, Phase-In-Plan and Quality Control Plan and strategies for implementation of these plans, demonstrated stability necessary to meet the requirements of the PWS with emphasis on the most important lessons learned from previous experience, and present plans to minimize turnover.

(3) Offerors shall describe management and staffing practices, which includes the proposed organizational model that describes the organization, staffing plan, and shall provide descriptions of organizational roles and indicate approximate numbers of personnel in various capacities such as programmers, analysts, etc. Offeror's shall also present recruiting methods, training plans and career development activities.



(4) Describe customer, tasking and workload requirements and identify methods for measuring and increasing productivity. Also, demonstrate an approach for adjusting staffing levels for situations such as short-term increases and decreases in workload, seasonal trends and other factors inherent in services of this type.

**L.14.2 TECHNICAL APPROACH (FACTOR) – *The Offeror shall provide in a series of presentation slides the following information demonstrating technical approach:***

Offerors presentation shall focus on how they plan to accomplish the technical requirements of C-5, Specific Tasks of the RAS PWS. Each Offeror shall:

(1) Describe methods to be employed to accomplish the technical requirements in sufficient detail for the Government to determine whether the proposal demonstrates an understanding of the requirements through all of the following:

(a) Proposed Staffing Chart that identifies the proposed labor categories to accomplish the work in C-5, Specific Tasks, of the RAS PWS, which shall include the skill mix and number of full time equivalents and provide an explanation and supporting data by tasks.

(b) Offerors shall describe the technical procedures, processes and approaches to accomplish the requirements in C-5, Specific Tasks, RAS PWS.

(c) Offeror's shall discuss technical and business innovation, which describes a planned approach for proven and potential innovative policies, practices, processes, and procedures that will improve Government performance efficiencies and contract savings while promoting continuous process improvements for the Retiree and Annuitant Branch.

**L.14.3 PERSONNEL (FACTOR) *The Offeror shall provide in a series of presentation slides the following information demonstrating proposed Personnel:***

In the oral presentation, the Offeror shall specify the following:

(1) The key personnel, denote the labor categories applicable, and indicate the individual's qualifications, availability, organization affiliation, and corporate experience. At the oral presentation, the Offeror shall also provide a slide including the name, position titles, and firm affiliation of key personnel participating in the presentation.

(2) Offerors shall describe minimum qualifications to be required for each labor category to accomplish the requirements in the RAS PWS. This information shall be provided for all levels of personnel (management, technical, non-key personnel, etc.)

**L.14.4 COST/PRICE PROPOSAL: VOLUME III**

(1) Cost refers to all the Offeror's estimated costs to include but not limited to:

- Direct cost
- Fringe Benefits
- Overhead
- General and administrative expenses
- Subcontracts

### Realism of those costs

(2) The Offeror's proposal shall represent the Offeror's best effort in response to the solicitation as award may be made without discussions. In order to be eligible for award, the Offeror must have an accounting system adequate for determining costs applicable to the contract and such that Government surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used. The Government will calculate the total price by adding the totals for the phase-in/transition period, base and option periods.

(3) Cost proposals shall address a complete and traceable description of costs and be fully supported by data adequate to establish the reasonableness of the proposed amount. The Offeror shall include the breakdown of direct labor cost estimates, including the number of hours and applicable actual hourly rates. The cost proposal shall represent the Offerors' best estimates and experience with the requirements described in the PWS. All CLINs in Section B shall be completed and submitted in the Cost/Price Proposals. Prices shall be rounded to the nearest dollar. Each proposed subcontractor shall submit comparable data in the number of copies specified in L.13.5.

(4) Fringe Benefits: Provide a listing of the fringe benefits proposed for exempt and non-exempt labor category in accordance with the Service Contract Act (SCA), and include how the SCA benefits are paid; and state the legal requirement or company policy for each fringe benefit proposed and the formula for application. This information must contain the basis for fringe benefit calculations, judgments, or estimates.

(5) Offerors shall include in the proposal any inflation rates applicable to wages or other costs anticipated in the option years. All option year costs shall reflect the effect of any anticipated inflation. However, in accordance with FA5 52.222-43, escalation rates of employees covered by the Service Contract shall not be reflected in the price proposal. Identify all applicable overhead and G&A rates for the base and each year proposed and other direct costs anticipated by the offeror but not specifically provided in the cost schedule.

(6) Offerors shall provide with the price proposal a copy of the chart(s), if any, used in the oral presentation that indicates number/quantities of personnel.

(7) Inconsistencies, whether real or apparent, between promised performance and cost or price, should be explained in the proposals. For example, if the intended use of a new and innovative technique is the basis for an abnormally low estimate, the nature of these techniques and their effect on cost or price should be explained. Any significant inconsistency, if unexplained, may raise a fundamental issue as to the Offerors' understanding of the nature and scope of work required and of its financial ability to perform the contract. The burden of proof as to cost credibility rests with the Offerors.

(8) An Independent Government Cost Estimate may be used for determining cost reasonableness, etc. The Offerors' estimated cost (Section B, CLINs) shall include all items to be delivered. Using the structure in Section B, the Offerors shall delineate each item to be provided under this solicitation.

(9) The Offerors shall complete and have an authorized company representative sign the Representation, Certifications and Other Statements of Offerors as provided in Section K of the

RFP. Also, include SF33, Solicitation, Offer and Award; and Section B, Supplies or Services and Price/Costs.

**L.15 SOLICITATION PROVISIONS UNIQUE TO THE AGENCY TENDER (OMB Circular A-76 ATTACHMENT B)**

(1) The Agency Tender is not required to include the following:

- a. Labor strike Plan;
- b. Small business strategy;
- c. Subcontracting plan goal;
- d. Participating of small disadvantaged businesses;
- e. Licensing or other certifications; and
- f. Past performance information

(2) The agency tender shall include (a) Most Efficient Organization (MEO), (b) a certified agency cost estimate developed in accordance with Attachment C of the revised OMB Circular No. A-76 dated May 29, 2003, (c) the MEO's Quality Control Plan; (d) the MEO's Phase-In Plan; and (e) copies of any existing, awarded MEO contracts (with the private sector provider proprietary information redacted).

(3) In addition, the agency offeror is not required to include resumes of the key and other supervisory personnel. The agency offeror is required to submit position descriptions in accordance with OMB Circular No. A-76 (Attachment B, D.4.a (1) (a)).

(4) After the solicitation closing date, only the ATO may make changes to the agency tender, and such changes shall only be in response to the following:

- a. Solicitation amendment issued in accordance with the FAR;
- b. The KO's request for final proposal revisions to offers and tenders in accordance with the FAR 15.307;
- c. Official changes to the standard cost factors identified in Attachment C of OMB Circular No. A-76 dated May 29, 2003;
- d. Version upgrades to the COMPARE costing software issued by the Department of Defense; or
- e. Resolution of a contest challenging a performance decision

**L.16 ADDITIONAL INFORMATION CONCERNING ORAL PRESENTATIONS**

(a) The Offeror will introduce the speaker/presenters for the Offerors' oral presentation. Offerors' will make their oral presentation to the Technical Evaluation Team (TET) and the Contracting Office representatives.

(b) The Government will provide an overhead projector and projection screen for the Offerors use during the live oral presentation. The Offeror will be allowed to utilize only overhead transparency slides for the presentation. Offerors are responsible for providing all other equipment, material and software necessary for their presentation.

(c) Offerors' participation during the oral presentations shall be restricted to a total of four (4) representatives. These authorized representatives shall include all key personnel and other individuals who the Offerors intend to assign full time to the contract.

(d) There is no limit on the number of slides that an Offeror may use for its oral presentation. The transparency slides used by the Offeror during oral presentations shall be identical in every way to the paper copies of the slides that are transmitted in the Oral Presentation Information section of Volume II-Technical Proposal Information delivered in hard copy but not addressed in the oral presentation may not be given sufficient consideration in the evaluation.

(e) The entire presentation shall not exceed two (2) hours. Offerors shall schedule a short 15-minute break, at an appropriate point in their briefings, which will not be counted as part of the 2 hour allotted. The time limitation shall be strictly enforced. At the conclusion of the presentation, the Offeror shall address the TET questions on the presentation and on Volume I of the Technical Proposal. The oral presentation shall not encompass price or cost.

(f) Oral presentations shall be conducted as follows:

(1) The Government will videotape oral presentations. Upon request, the Offeror will be provided a copy of the videotaped live oral presentation after contract award. The videotape of the live oral presentation will be considered part of the Offerors' proposal and will not be releasable under the Freedom of Information Act.

(2) During the presentations, food and beverage are acceptable but the use of cellular phones and pagers shall be prohibited.

(3) Questions and "sidebar" conversations will not be permitted during the presentations.

(4) Discussions will not be held at the time of the oral presentations. Offerors will be contacted after all oral presentations have been completed, and a competitive range determined, if discussions are deemed appropriate and necessary.

(g) The Government will provide the Offerors with access to the room in which the presentation is to occur one-half hour before the scheduled start time. This is to provide Offerors time to prepare for their presentation.

(h) The Offeror may use notes during presentation. No handout or supplemental notes of any kind will be accepted by the Government either, before, during or after the live oral presentations, and no previously recorded videotapes of any kind will be accepted. Promotional marketing tools shall not be a part of the presentation. The Government will provide the evaluators with necessary copies.

(i) Neither the Oral Presentation nor the subsequent question and answer session will constitute discussions; the offeror's answers to Government questions shall not be used to cure proposal deficiencies or material omissions, to materially alter the technical or cost elements of the proposal, and/or to otherwise revise the offeror's proposal in any way. The Government will not address questions raised by the offeror either during the live Oral Presentation or during the question and answer session. The contracting officer will tell the offeror when to start its Oral Presentation, will keep track of how much time has elapsed during the Oral Presentation, and will stop the Oral Presentation at the end of the allotted time period if the offeror has not concluded its Oral Presentation.

The oral presentation slides (both transparencies used during the live oral presentation and paper copies in Volume II-Technical Proposal) shall conform to the following specifications:

Dimensions of Slides: 8.5 inches by 11 inches  
Slide Orientation: Landscape  
Color of Ink on Slides: Blue and/or Black  
Font: Times New Roman  
Heading Font Size: 36 points  
Subheading Font Size: 28 points  
Text Font Size: 20 points  
Caption Font Size: 16 points

#### **L.16.1 SCHEDULING OF ORAL PRESENTATION**

Within ten days after receipt of offers, the Contracting Officer will schedule the oral presentations and will notify each offeror of the scheduled date, time, and location of its oral presentation. The Offeror shall make its oral presentation in accordance with the instructions contained in this solicitation and any additional instructions that the contracting officer may provide. The Offeror shall provide its oral presentation at the time and place specified by the contracting officer. The contracting officer will provide 10 days advance notice to the offeror of the place, date and time of the offeror's oral presentation. The contracting officer may reschedule an offeror's oral presentation.

#### **L.17 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA FAR 52.215-20 (OCT 1997) ALTERNATIVE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information as described in Paragraph L.13.5, Volume III, Cost/Price Proposal.

#### **L.18 SUBMISSION OF PROPOSALS**

(1) The Technical Proposal – Volumes I and II, and the Cost/Price Proposal – Volume III and CD or diskette shall be delivered, at the dates and times listed and to the following address:

<b><u>VOLUME</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
Volume I, Technical Proposal	TBD	3 P.M. (EST)
Volume II, Technical Proposal, Oral Presentation	TBD	3 P.M. (EST)
Volume III, Cost/Price Proposal CD or Diskette of all spreadsheets	TBD	3 P.M. (EST)

- (2) Proposals shall be submitted to the following mailing and physical address:

Commandant (G-ACS-1A/fj)  
Faye Jones, Contracting Officer  
Room Number: 5222  
U.S. Coast Guard Headquarters  
2100 Second Street, SW  
Washington, DC 20593-0001  
Solicitation Number: DTCG23-03-R-HRSRAS

(3) When proposals are hand-carried or sent by courier service, Offerors assume the full responsibility for ensuring that the offer is received at the location by the required time. All offers must be closed and sealed as if for mailing and fully identified on the sealed envelope. Please note that there are no provisions for acceptance of late offers sent by overnight courier service (except by U.S. Postal Service Mail), regardless of the date of mailing. Offerors are hereby notified that the building located at the address stated above is a secure building and only uniformed couriers such as Federal Express, DHL, etc., will be allowed access into the building. All other couriers will be required to leave packages with Headquarters' Security personnel for delivery by the USCG mail service.

(4) The ATO shall deliver the agency tender in a sealed package to the Contracting Officer (KO) by the solicitation closing date. If the ATO does not anticipate submitting the agency tender to the KO by the solicitation closing date, the ATO shall notify the KO as soon as possible before the solicitation closing date. The KO, in consultation with the Competitive Sourcing Official (CSO), shall determine if amending the solicitation closing date is in the best interest of the Government.

#### **L.19 DEBRIEFING**

The Contracting Officer shall offer a debriefing to all private sector offerors, public reimbursable sources, the ATO, and directly affected government personnel (and their representatives), in accordance with FAR 15.506.

#### **L.20 CONTESTS**

(1) The ATO who submitted the agency tender; a single individual appointed by a majority of directly affected employees as their agent; a private sector Offeror; or the official who certifies the public reimbursable tender may contest any of the following actions taken in connection with this solicitation:

1. The solicitation;
2. The cancellation of the solicitation;
3. A determination to exclude a tender or offer from the competition;
4. A performance decision, including but not limited to, compliance with the costing provisions of OMB Circular No. A-76 dated May 29, 2003, and other elements in an agency's evaluation of offers and tenders; or
5. A termination or cancellation of a contract or letter of obligation if the challenge contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the performance decision.

(2) The pursuit of a contest by a directly interested party and the resolution of such contest by the agency shall be governed by the procedures of FAR Subpart 33.103. Contests that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledge of receipt from:

Mr. Geoffrey Carroll

Hand-carried Address:

Commandant (G-ACS)  
U.S. Coast Guard Headquarters  
2100 Second Street, SW  
Washington, DC 20593-0001

Mailing Address:

Commandant (G-ACS-1A/gc)  
U.S. Coast Guard Headquarters  
2100 Second Street, SW  
Washington, DC 20593-0001

(3) The copy of any contests shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

## **L.21 RELEASE OF CERTIFIED STANDARD COST FORM (SCF) AND TENDERS**

The Coast Guard shall release the certified SCF, agency tender, and public reimbursable tenders. Until resolution of any contest, or expiration of the time for filing a contest, only legal agents for directly interested parties shall have access to the certified SCF, agency tender, and public reimbursable tenders. The Coast Guard will require, as a condition to access, that a legal agent of a directly interested party sign a non-disclosure agreement. The agreement shall provide that a signatory may share the information covered by the agreement only with other signatories, and only for purposes of challenging the performance decision. Upon resolution of a contest challenging a performance decision, or expiration of the time for filing such a contest, the certified SCF, agency tender, and public reimbursable tenders, shall be available to the public, upon request. Proprietary information of private sector providers of subcontracts included in agency or public reimbursable tenders shall not be released.

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 52252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

The solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be assessed electronically at this address: <http://www.arnet.gov/far/>.

##### **1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER1) PROVISION**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR 52-217-5	JUL 1990	EVALUATION OF OPTIONS

#### **M.2 EVALUATION GENERAL**

(a) Proposals shall be submitted in accordance with Section L. Proposals not submitted in accordance with Section L may not be considered for award.

(b) The Government intends to award without discussions; therefore, the initial offers should contain the Offeror's best terms from a technical and cost/price standpoint. Proposal clarification requests may be issued that encompass any and all aspects of the evaluation process as may be deemed necessary by the Government to fully understand and evaluate the merits of the proposals submitted.

(c) After receipt of offers by the Government, every eligible Offeror shall make only one oral presentation to the Government's evaluation team and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to evaluate an Offeror's capability in accordance with Section M.4, Evaluation Factors. Additionally, the oral presentation and the question and answer session will not constitute discussions and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised offers (proposals). Statements made by the Offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from this RFP. However, if the Government chooses to enter into discussions, the Government reserves the right to incorporate any or all results of those discussions into the contract.

(d) The Government reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If discussions are conducted, the Government will request a final proposal revision. Offerors are advised that, if final proposal revisions are requested, unsupported changes may result in a lower overall proposal evaluation, and an otherwise acceptable proposal could be placed in jeopardy. In addition, revisions to the oral presentation will not be permitted.



(e) In order to comply with the requirements in OMB Circular A-76, Attachment B, Public-Private Competition, Section D.5.c.(2), dated May 29, 2003, discussions with the agency in reference to their offer shall only be in writing.

### **M.3 BASIS FOR AWARD**

(a) In accordance with FAR 15.101-1, the Government will award one (1) Firm Fixed-Price type contract to the responsible Offeror determined to provide the best overall value to the Government, under the trade-off process on the basis of their offer and capability to perform the work. The award decision will be based on the evaluation of the following factors: Management Approach, Technical Approach, Personnel, and Cost/Price.

(b) The Government reserves the right to consider acceptable only those proposals submitted in accordance with all instructions set forth or referenced in this solicitation in Section L.14, Submission of Written Proposals, Oral Presentation Slides, Personnel Information, and - Competitive. The Government reserves the right to reject proposals that fail to address the totality of the solicitation requirements, including the contract terms and conditions. The Government may reject any or all offers if such action is determined to be in the Government's best interest.

(c) To be eligible for award, the Offeror's proposal must comply in all material respects with the requirements of law and regulations set forth in the solicitation and the Offeror must be determined responsible in accordance with FAR Part 9.1.

(d) The Source Selection Authority will determine the proposals satisfying the above conditions that offer the greatest value to the Government in terms of technical, personnel and price. This determination will be based on a complete assessment of each proposal submitted in response to this RFP after evaluating the proposal in accordance with Section M.4.

### **M.4 EVALUATION FACTORS**

#### **M.4.1 GENERAL**

The evaluation will be based on a complete assessment of the Offeror's proposal. The assessment will address the four (4) factors of consideration; (1) management approach, (2) technical approach, (3) personnel and the (4) total evaluated price. The management, technical and personnel factors are approximately equal in weight to cost. The Offeror's technical proposals will be evaluated and rated by the Government. The Offeror's Cost/Price proposal will be evaluated, but will not be rated.

The following reflects the evaluation criteria for each factor/subfactor as required by Federal Acquisition Regulation 15.304(d):

#### **M.4.2 MANAGEMENT APPROACH**

Offerors will be evaluated on responses to the requirements of Section L.14.1. The evaluation will focus on how Offerors plan to staff, manage and accomplish the tasks contained in the PWS through all of the following:

(a) Ability to provide on-site Project Management, project management authority, including the reporting lines within the overall corporate structure and the authority to hire and discipline employees.

(b) Strategies and approaches contained in the Management Plan, Phase-In-Plan and Quality Control Plan and strategies for implementation of these plans, demonstrated stability necessary to meet the requirements of the PWS and lessons learned, and plans to minimize turnover.

(c) Management and staffing practices, which includes the proposed organizational model that describes the organization, staffing plan, and descriptions of organizational roles and approximate numbers of personnel in various capacities, recruiting methods, training plans and career development activities.

(d) Response to changes in customer needs, tasking and workload requirements, including the approach for accommodating short-term increases and decreases in workload.

#### **M.4.3 TECHNICAL APPROACH**

Offerors will be evaluated on responses to the requirements of Section L.14.2. The evaluation will focus on the Offeror's demonstrated understanding of the requirement and the following:

- (a) Proposed staffing chart that identifies the proposed labor categories, skill mix and full time equivalents to accomplish the work in C-5, Specific Tasks of the PWS.
- (b) Technical procedures, processes and approaches to accomplish the requirements in C-5, Specific Tasks of the PWS.
- (c) Technical and business innovation – a planned approach for proven and potential innovative policies, practices, processes, and procedures that will improve Government performance efficiencies and contract savings while promoting continuous process improvements for the Travel Branch.

#### **M.4.4 PERSONNEL**

Offerors will be evaluated based on responses to the requirements of Section L.14.3. Evaluations will address the qualifications, availability, organization affiliation, and corporate experience of key personnel proposed and the qualifications proposed by the Offerors to fulfill other personnel requirements under the contract.

#### **M.4.5. COST/PRICE**

The Government will evaluate the Cost/Price Proposals to determine if the proposed costs are realistic for the work to be performed. The Government will evaluate the total cost over the life of the contract to include the base and all option periods. The Offerors' proposal shall represent the Offerors' best effort in response to the solicitation as award may be made without discussions. The following will be evaluated:

(1) Price Completeness/Accuracy

The Government will review the cost/price schedules for completeness and accuracy. A determination will be made as to whether the Offerors have properly understood the price proposal instructions and properly completed the price schedules. The proposals will also be checked for mathematical accuracy. For price realism, Offerors cost/price proposals must be priced reasonably with respect to their technical approach. Failure to do so will be deemed reflective of an inherent lack of technical competence and may be grounds for rejection.

(2) Price Reasonableness

The cost/price proposal of all offerors will be evaluated in order to determine whether they are reasonable in relation to the work to be performed, reflect a clear understanding of the requirements, and reflect a clear understanding of the technical proposal. Reasonableness will be determined by comparing data from the Independent Government Cost Estimate (IGCE).

(3) Cost Realism

The cost/price proposal of all offerors will be evaluated for specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements of the PWS, and are consistent with the unique methods of performance described in the Offeror's technical proposal.

**M.5 52.217-5 EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

[END OF SECTION M]